

**VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA
3320 Lewis Avenue, Steger IL 60475**

APRIL 16, 2018 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
- D. MINUTES
- E. AUDIENCE PARTICIPATION
- F. REPORTS
 - 1. Administrator
 - 2. Department Heads
 - a. Public Infrastructure/Code Enforcement Director
 - b. Fire Chief
 - c. Police Chief
 - d. EMA Chief
 - e. Community Center Director
 - f. Housing and Community Development Director
 - 3. Attorney
 - 4. Treasurer
 - 5. Trustee/Liaison
 - 6. Clerk
 - 7. Mayor's Report
- G. PAYING OF THE BILLS
- H. CORRESPONDENCE

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

- I. UNFINISHED BUSINESS:
- J. NEW BUSINESS:

Appointment of Luanne Thurmond to the Steger Police Pension Board

ORDINANCE NO. 1193

AN ORDINANCE AMENDING CHAPTER 19 OF THE VILLAGE OF STEGER CODE OF ORDINANCES REGARDING THE REGULATION AND LICENSING OF SMALL CELL FACILITIES IN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS.

ORDINANCE NO. 1194

AN ORDINANCE APPROVING AND CONSENTING TO AN APPLICATION BY BYTTOW ENTERPRISES INC. FOR A CLASS 8 DESIGNATION, PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR A PORTION OF CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS

ORDINANCE NO 1195

AN ORDINANCE DESIGNATING CERTAIN PROPERTY AS OPEN SPACE LAND FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS

RESOLUTION 1122

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF STEGER AND EDELSON PC TO PROVIDE CERTAIN SERVICES FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS

Business License Application of Richard Costello JR of R Shop at 3218 Chicago Road Unit C, pending inspections.

Steger American Legion Auxiliary Unit #521 requests permission to sell Poppies at the corner of Chicago Road and Steger Road on Saturday May 26th and Monday May 28th.

- K. ADJOURNMENT

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF STEGER, WILL & COOK
COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 2ND day of April, 2018 in the Municipal Building of the Village of Steger with Mayor Kenneth A. Peterson, Jr. presiding and Village Clerk Joseph M. Zagone, Jr. attending.

Village Clerk Zagone called the roll. The following Trustees were present; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Also present were; Village Administrator Mary Jo Seehausen, Chief Police Ken Boehm, EMA Chief Tom Johnston, Deputy Fire Chief James Baine, Director of Public Infrastructure Dave Toepper and Community Center Director Diane Rossi.

MINUTES

Trustee Lopez made a motion to approve the minutes of the March 19th Board meeting, as all members have copies. Trustee Sarek seconded the motion Voice vote was called: all ayes. Motion carried.

AUDIENCE PARTICIPATION

Mary of Jennifer Court approached with questions to "get caught up." Mary asked for an update on Critter Park. Administrator Seehausen explained that testing of park equipment has shown no sign of lead paint, so Village is looking into fixing up equipment. The broken swing has been replaced. Mrs. Seehausen will be putting together a package to present to the Board regarding equipment for the park.

Mary also asked for a Quiet Zone update. Mayor Peterson explained that delineators will be installed once spring arrives. He also explained that delineators are also required at 31st Street, 34th Street, Sauk Trail and 26th Street.

Another resident asked if the property at Sauk Trail and Cottage Grove had been sold. She noticed that the large Village has been removed from the corner. Mayor Peterson explained that the property is not yet sold, the Village has been working with a developer and continues to work on it.

REPORTS

Village Administrator Mary Jo Seehausen had no report.

Director of Public Infrastructure Dave Toepper added to his weekly report that Tierra Environmental cleaned the storm sewers on 32nd Street, both sides of the retention pond. Mayor Peterson explained that it seems the retention pond will need to be cleaned out.

Deputy Fire Chief James Baine had no report.

Police Chief Ken Boehm had no report.

EMA Chief Tom Johnston has received a letter from Steger Estates thanking Steger EMA for assistance during a recent fire.

Community Center Director Diane Rossi was absent

Housing and Community Development Director Alice Peterson was absent.

Village Attorney was not present.

TRUSTEES' REPORTS

Trustee Buxton reported on the January Budget Report. Property taxes were down about \$20,000 compared to last year. Income taxes are up over last year.

Trustee Skrezyna had no report

Trustee Lopez announced the beginning of yard waste disposal now through November 30.

Trustee Sarek will attend the School Board meeting on April 19th regarding a Volleyball issue.

Trustee Perchinski had no report.

Trustee Joyce had no report.

VILLAGE CLERK had no report.

PRESIDENT PETERSON had no report.

BILLS

Trustee Skrezyna made a motion to approve the bills as listed. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE – none

NEW BUSINESS:

Trustee Perchinski made a motion to adopt ORDINANCE NO 1192 AN ORDINANCE ABATING THE LEVY OF TAXES RELATED TO THE GENERAL OBLIGATION BONDS (ALTERNATIVE REVENUE SOURCE), SERIES 2018 FOR THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to (1) authorize and direct certain Village Officers to attend the 2018 International Council of Shopping Center, Global Retail Real Estate Convention, "RECon" and (2) expend necessary funds to effectuate the intent of this request. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve the request of the Salvation Army to hold its annual Donut Days Campaign in the public way Friday and Saturday June 1st & 2nd. Trustee Skrezyna seconded the motion. Trustee Perchinski asked that the Salvation Army provide a certificate of insurance. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve the request of The Salvation Army to hold its Red Kettle Campaign Monday through Saturday November 1st through December 24th at store fronts in the Village, except November 23, 24 and 25. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve the request for the American Cancer Society Relay for Life team to collect monetary donations at the corner of Chicago Road and 34th Street Saturday, May 12th 9am to 3pm. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Skrezyna made a motion to approve the request of Steger Storm to tag on May 19-20 and June 23-24 from 9am to 4pm at the intersection of 34th street and Chicago Road. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski read the following: Joe Zagone, Jr., Peanut Day Chairman of Steger Kiwanis Club, requests September 28th as Peanut Day and be allowed to sell Kiwanis peanuts at the major intersections of the Village. Kiwanis also requests the use of orange safety cones for the day. Trustee Buxton made the motion to approve, seconded by Trustee Skrezyna. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

ADJOURNMENT

Trustee Perchinski made a motion to adjourn. Trustee Lopez seconded the motion. Voice vote was called; all aye. Motion carried.

MEETING ADJOURNED AT 7:14pm

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

DATE: 04/12/18

Thursday April 12, 2018

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
HELSEL JEPPEPERSON ELECTRICAL INC	710084	01-00-31100		MAINT.-BUILDING	88.14
COOK COUNTY TREASURER	2018-1	01-00-31400		MAINT.-TRAFFIC &	684.00
GUARANTEED TECHNICAL SERV & CONSULT INC	2017712	01-00-32901		MAINT.-COMPUTER S	180.00
HERITAGE F/S, INC.	73872	01-00-33300		GASOLINE & OIL	104.52
CINTAS CORPORATION LOCKBOX	5010361038	01-00-33500		OFFICE SUPPLIES	50.78
HINCKLEY SPRINGS	17155983 032818	01-00-33500		OFFICE SUPPLIES	33.42
NEOFUNDS BY NEOPOST	040318	01-00-33500		OFFICE SUPPLIES	268.81
SAM'S CLUB/SYNCHRONY BANK	0083085	01-00-33500		OFFICE SUPPLIES	41.62
SAM'S CLUB/SYNCHRONY BANK	032718	01-00-33500		OFFICE SUPPLIES	34.81
WALTON OFFICE SUPPLY	304141-0	01-00-33500		OFFICE SUPPLIES	39.90
WALTON OFFICE SUPPLY	304181-0	01-00-33500		OFFICE SUPPLIES	9.42
ABSOLUTE BEST CLEANING SERVICES, INC.	12917	01-00-33502		CLEANING SERVICE	657.14
NEOFUNDS BY NEOPOST	040318	01-00-33600		POSTAGE	1000.00
COMCAST BUSINESS	63589545	01-00-33700		TELEPHONE	422.85
COMCAST	040118	01-00-33700		TELEPHONE	62.09
COMCAST	040118	01-00-33701		CABLE/INTERNET SF	134.90
T & T BUSINESS SYSTEMS, INC.	94806	01-00-33901		RENTAL-EQUIPMENT	141.00
PACE SUBURBAN BUS / V A N P O O L	503789	01-00-33902		SENIOR BUS LEASE	100.00
WORKING WELL	00266513-00	01-00-34200		MEDICAL SERVICES	99.00
LOPEZ, ERNESTO JR.	T29NQE	01-00-38840		TRAVEL/MEALS REIM	341.96
MARY JO J SEEHAUSEN	RUQF4S	01-00-38840		TRAVEL/MEALS REIM	307.96
TOTAL FOR FUND 01		DEPT. 00			4802.32
ANDREWS PRINTING	61359	01-01-33400		PRINTING & SUPPLI	372.00
TOTAL FOR FUND 01		DEPT. 01			372.00
DRISCOLL, BRIAN	2018-03	01-06-34550		HEARING OFFICER	200.00
MUNICIPAL SYSTEMS, INC	15232	01-06-34901		C-TICKET EXPENSES	1450.00

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Village of Steger

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PAYABLE TO

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TOTAL FOR FUND 01

DEPT. 06

1650.00

DRISCOLL, BRIAN

2018-03

01-07-34550

HEARING OFFICER

200.00

MUNICIPAL SYSTEMS, INC

15231

01-07-34902

ADMIN BLDG CODE &

412.50

ACE HARDWARE IN STEGER

033118

01-07-38900

TRAINING EXPENSES

14.39

TOTAL FOR FUND 01

DEPT. 07

626.89

EQUIPMENT MANAGEMENT COMPANY

53078

01-20-31800

MAINT-TOOLS/WORK

12.50

BILL GIBSON TRANSMISSION & AUTO SVC

10514

01-20-31805

MAINT-VEHICLES

1008.50

MONARCH AUTO SUPPLY INC

6981-418284

01-20-31805

MAINT-VEHICLES

9.64

MONARCH AUTO SUPPLY INC

6981-U418308

01-20-31805

MAINT-VEHICLES

9.64-

STONY TIRE INCORPORATED

1-133725

01-20-31805

MAINT-VEHICLES

667.07

HERITAGE F/S, INC.

73872

01-20-33300

GASOLINE & OIL

196.04

HERITAGE F/S, INC.

73872

01-20-33300

GASOLINE & OIL

144.52

HERITAGE F/S, INC.

73905

01-20-33300

GASOLINE & OIL

214.28

AIRGAS USA LLC

9952239753

01-20-33501

SHOP SUPPLIES

71.77

CINTAS CORPORATION LOCKBOX

5010361038

01-20-33501

SHOP SUPPLIES

50.78

CANON FINANCIAL SERVICES, INC

18522071

01-20-33901

RENTAL EQUIPMENT

238.20

LARAWAY COMMUNICATIONS CENTER 911

APRIL 2018

01-20-34252

DISPATCH SERVICE

3704.94

WS DARLEY & CO.

17304056

01-20-37800

NEW TOOLS & WORK

36.80

PRAIRIE STATE COLLEGE

0405046

01-20-38401

FIREFIGHTER TRAIN

1310.00

TOTAL FOR FUND 01

DEPT. 20

7655.40

ACE HARDWARE IN STEGER

033118

01-40-31100

MAINT-BUILDING

18.87

INTOXIMETERS

592152

01-40-31800

MAINT-TOOLS & WOR

125.00

JAMES HERR & SONS

105478

01-40-31805

MAINT-VEHICLES

595.04

JAMES HERR & SONS

105522

01-40-31805

MAINT-VEHICLES

50.18

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
SAUK TRAIL CAR WASH	033118	01-40-31805			MAINT-VEHICLES	166.44	
HERITAGE F/S, INC.	73872	01-40-33300			GASOLINE & OIL	715.00	
HERITAGE F/S, INC.	73905	01-40-33300			GASOLINE & OIL	601.64	
SAM'S CLUB/SYNCHRONY BANK	0083085	01-40-33500			OFFICE SUPPLIES	148.31	
WALTON OFFICE SUPPLY	304147-0	01-40-33500			OFFICE SUPPLIES	45.12	
ABSOLUTE BEST CLEANING SERVICES, INC.	12917	01-40-33502			CLEANING SERVICE	657.17	
CINTAS CORPORATION LOCKBOX	5010361039	01-40-33900			ALL OTHER SUPPLIE	70.56	
CANON FINANCIAL SERVICES, INC	18522071	01-40-33901			RENTAL EXPENSE	238.20	
ILLINOIS STATE POLICE	041018	01-40-34102			PROFESSIONAL SERV	27.00	
GUARANTEED TECHNICAL SERV & CONSULT INC	2017712	01-40-34104			COMPUTER IT	720.00	
WORKING WELL	00266514-00	01-40-34200			MEDICAL	99.00	
LARAWAY COMMUNICATIONS CENTER	911	01-40-34252			DISPATCH SERVICES	16902.38	
CHIEF/LAW ENFORCEMENT SUPPLY	407599	01-40-37302			NEW-UNIFORMS	130.24	
THE EAGLE UNIFORM COMPANY INC	263774	01-40-37302			NEW-UNIFORMS	823.25	
JCM UNIFORMS	741248	01-40-37302			NEW-UNIFORMS	149.90	
JCM UNIFORMS	742175	01-40-37302			NEW-UNIFORMS	134.95	
NORTH EAST MULTI-REGIONAL TRAINING INC	233829	01-40-38700			POLICE TRAINING	2470.00	
SOUTH SUBURBAN ASSOC OF CHIEFS	2018	01-40-38901			DUES & SUBSRIPTIO	100.00	

TOTAL FOR FUND 01

DEPT. 40

24988.25

TOTAL FOR FUND 01

40094.86

COMED

19001 040618	03-30-33100	ELECTRICITY	42.73
ABSOLUTE BEST CLEANING SERVICES, INC.	12917	CLEANING SERVICE	985.69
OYENIK, BRIGITTE	MARCH 2018	INSTRUCTOR-AEROBI	140.00
PEDERSOLI, JODI	MARCH 2018	INSTRUCTOR-AEROBI	200.00
SMITHEREEN COMPANY	1730259	MAINTENANCE CONTR	59.00
SUBURBAN LANDSCAPING	108024	MAINTENANCE CONTR	365.00
PROTECTION ONE ALARM MONITORING, INC.	032718	SECURITY SYSTEM	47.48

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PAYABLE TO

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT	DIST
TOTAL FOR FUND 03			DEPT. 30		1839.90	
ACE HARDWARE IN STEGER	033118	03-31-31300		MAINT-PARKS/PLAYG	96.43	
COMED	66000 040418	03-31-33100		ELECTRICITY	221.41	
STANLEY CONVERGENT SECURITY SOLUTIONS	15449361	03-31-33704		SECURITY SYSTEM	155.97	
STANLEY CONVERGENT SECURITY SOLUTIONS	1547034	03-31-33704		SECURITY SYSTEM	207.96	
TOTAL FOR FUND 03			DEPT. 31		681.77	
SAM'S CLUB/SYNCHRONY BANK	031018	03-51-33930		CONCESSION STAND-	228.20	
SAM'S CLUB/SYNCHRONY BANK	031418	03-51-33930		CONCESSION STAND-	122.98	
SAM'S CLUB/SYNCHRONY BANK	032318	03-51-33930		CONCESSION STAND-	282.67	
SAM'S CLUB/SYNCHRONY BANK	032518	03-51-33930		CONCESSION STAND-	33.04	
JONES, ERNEST	AAU 16U 2018	03-51-38903		ENTRY FEES-REIMBU	1220.00	
TOTAL FOR FUND 03			DEPT. 51		1886.89	
SAM'S CLUB/SYNCHRONY BANK	030318	03-52-33930		CONCESSION STAND-	187.90	
TOTAL FOR FUND 03			DEPT. 52		187.90	
TOTAL FOR FUND 03			4596.46			
THORN CREEK BASIN SANITARY DISTRICT						
MARCH 2018	06-00-15800	A/P-THORN CREEK S	20278.30			
GALLAGHER MATERIALS CORP	5025	06-00-31204	MAINT-PATCHING (R	240.38		
TIERRA ENVIRONMENTAL INDUSTRIAL SVC	T-18-3521	06-00-31212	MAINT-STORM SEWER	3277.50		
CORE & MAIN	I623009	06-00-31504	MAINT-MAINS	239.89		
M&J UNDERGROUND, INC	M18-0119	06-00-31504.01	MAINT-MAINS OUTSI	1225.00		
MONARCH AUTO SUPPLY INC	6981-418111	06-00-31805	MAINT-VEHICLES	222.53		
MONARCH AUTO SUPPLY INC	6981-418682	06-00-31805	MAINT-VEHICLES	103.99-		

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MONARCH AUTO SUPPLY INC	6981-418975	06-00-31805		MAINT-VEHICLES	38.82
MONARCH AUTO SUPPLY INC	6981-419195	06-00-31805		MAINT-VEHICLES	113.27
SAUK TRAIL CAR WASH	033118	06-00-31805		MAINT-VEHICLES	14.95
SUTTON FORD INC	32650	06-00-31805		MAINT-VEHICLES	7.58
SUTTON FORD INC	461774	06-00-31805		MAINT-VEHICLES	41.47
SUTTON FORD INC	462028	06-00-31805		MAINT-VEHICLES	16.73
T.R.L. TIRE SERVICE CORP	19280	06-00-31805		MAINT-VEHICLES	26.75
T.R.L. TIRE SERVICE CORP	19292	06-00-31805		MAINT-VEHICLES	50.00
COMED	80004 040418	06-00-33100		ELECTRIC	33.10
NICOR GAS	1000 2 040518	06-00-33200		HEATING	53.88
HERITAGE F/S, INC.	73872	06-00-33300		GASOLINE & OIL	363.77
HERITAGE F/S, INC.	73905	06-00-33300		GASOLINE & OIL	125.15
ACE HARDWARE IN STEGER	033118	06-00-33501		SHOP SUPPLIES	247.34
CINTAS CORPORATION LOCKBOX	5010361035	06-00-33501		SHOP SUPPLIES	79.47
FASTENAL COMPANY	ILSTE145787	06-00-33501		SHOP SUPPLIES	17.73
HINCKLEY SPRINGS	17155979 032818	06-00-33501		SHOP SUPPLIES	52.41
UNIFIRST CORPORATION	062 0288466	06-00-33800		UNIFORM SERVICE	63.36
UNIFIRST CORPORATION	0620286083	06-00-33800		UNIFORM SERVICE	63.36
SUBURBAN LABORATORIES INC	154016	06-00-34800		WATER TESTING FEE	190.00
WATER RESOURCES INC	32198	06-00-37507		NEW-METERS	8042.99
JULIE, INC	042018	06-00-38902		J.U.L.I.E. CORRES	336.70
TOTAL FOR FUND 06 DEPT. 00					35358.44
TOTAL FOR FUND 06					35358.44
ENGELS, EARNEST G.	SR0201	07-00-22050		VEHICLE STICKERS	10.00
KLYCZEK, JAMES	PA0201 PA0202	07-00-22050		VEHICLE STICKERS	20.00
KONING, VIRGINIA	SR0202	07-00-22050		VEHICLE STICKERS	10.00
MURRAY OVERHEAD DOORS	36087	07-00-31100		MAINT-BUILDING	798.00

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FASTENAL COMPANY					
ILSTE145898	07-00-31805	MAINT-VEHICLES	32.03		
FASTENAL COMPANY					
ILSTE145943	07-00-31805	MAINT-VEHICLES	106.05		
FASTENAL COMPANY					
ILSTE145957	07-00-31805	MAINT-VEHICLES	163.56		
LINDCO					
180573P	07-00-31805	MAINT-VEHICLES	401.43		
MONARCH AUTO SUPPLY INC					
6981-418670	07-00-31805	MAINT-VEHICLES	103.99		
MONARCH AUTO SUPPLY INC					
6981-418676	07-00-31805	MAINT-VEHICLES	105.99		
MONARCH AUTO SUPPLY INC					
6981-419104	07-00-31805	MAINT-VEHICLES	12.89		
T.R.L. TIRE SERVICE CORP					
19330	07-00-31805	MAINT-VEHICLES	28.89		
T.R.L. TIRE SERVICE CORP					
272641	07-00-31805	MAINT-VEHICLES	161.00		
HERITAGE F/S, INC.					
73872	07-00-33300	GASOLINE & OIL	363.76		
HERITAGE F/S, INC.					
73905	07-00-33300	GASOLINE & OIL	125.15		
ACE HARDWARE IN STEGER					
033118	07-00-33501	SHOP SUPPLIES	603.60		
CINTAS CORPORATION LOCKBOX					
5010361035	07-00-33501	SHOP SUPPLIES	79.47		
COMCAST					
040118	07-00-33700	TELEPHONE	77.73		
COMCAST					
040118	07-00-33701	CABLE/INTERNET SE	102.55		
UNIFIRST CORPORATION					
062 0288466	07-00-33800	UNIFORM SERVICE	63.37		
UNIFIRST CORPORATION					
0620286083	07-00-33800	UNIFORM SERVICE	63.37		
SHOREWOOD HOME & AUTO, INC.					
02-60282	07-00-37800	NEW-TOOLS & WORK	3032.23		
TOTAL FOR FUND 07	DEPT. 00				6465.06
TOTAL FOR FUND 07				6465.06	
COMED					
22049 040318	08-00-33102	ELECTRICITY-TRAFF	150.30		
COMED					
24002 040418	08-00-33102	ELECTRICITY-TRAFF	131.78		
COMED					
73007 0418	08-00-33102	ELECTRICITY-TRAFF	85.54		
COMED					
80004 040318	08-00-33102	ELECTRICITY-TRAFF	45.55		
COMED					
81001 040318	08-00-33102	ELECTRICITY-TRAFF	38.93		
TOTAL FOR FUND 08	DEPT. 00				452.10

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DESCRIPTION

DIST

TOTAL FOR FUND 08

452.10

GENUINE PARTS COMPANY INC

1990-520281

16-00-31805

MAINT-VEHICLES

146.28

GENUINE PARTS COMPANY INC

1990-521201

16-00-31805

MAINT-VEHICLES

271.32

GENUINE PARTS COMPANY INC

1990-527013

16-00-31805

MAINT-VEHICLES

36.62

GENUINE PARTS COMPANY INC

1990-52832

16-00-31805

MAINT-VEHICLES

20.48-

GENUINE PARTS COMPANY INC

1990-549477

16-00-31805

MAINT-VEHICLES

585.71

GENUINE PARTS COMPANY INC

1990-549637

16-00-31805

MAINT-VEHICLES

44.00-

O'REILLY AUTO PARTS

3414-457843

16-00-31805

MAINT-VEHICLES

16.77

GUARANTEED TECHNICAL SERV & CONSULT INC

2017712

16-00-32900

MAINT-OTHER

270.00

HERITAGE F/S, INC.

73872

16-00-33300

GASOLINE & OIL

61.36

HERITAGE F/S, INC.

73872

16-00-33300

GASOLINE & OIL

50.51

TOTAL FOR FUND 16

DEPT. 00

1374.09

TOTAL FOR FUND 16

1374.09

** TOTAL CHECKS TO BE ISSUED

88341.01

01

CORPORATE

40094.86

03

PLAYGROUND/RECREATION

4596.46

06

WATER/SEWER FUND

35358.44

07

ROAD & BRIDGE

6465.06

08

MOTOR FUEL TAX

452.10

16

H.S.E.M.

1374.09

TOTAL FOR REGULAR CHECKS:

88,341.01

SYS DATE:04/12/18

Village of Steger

SYS TIME:15:59

DATE: 04/12/18

A / P W A R R A N T L I S T
Thursday April 12, 2018[NW2]
PAGE 8

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A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

PAYABLE TO	INV NO	REG NO G/L NUMBER	CHECK DATE DESCRIPTION	CHECK NO	AMOUNT DIST
PETTY CASH		750	03/30/18	6387	
	033018	01-00-31805	MAINT.-VEHICLES		73.00
	033018	01-00-31900	MAINT.-OFFICE EQU		92.80
	033018	01-00-33500	OFFICE SUPPLIES		40.26
	033018	01-00-33600	POSTAGE		10.00

TOTAL FOR FUND 01	DEPT. 00	216.06
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TOTAL FOR FUND 01	216.06
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** TOTAL MANUAL CHECKS LISTED	216.06
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** TOTAL OF ALL LISTED CHECKS	88557.07
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ORDINANCE NO. 1193

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
)
)
)

**AN ORDINANCE AMENDING CHAPTER 19 OF THE VILLAGE OF
STEGER CODE OF ORDINANCES REGARDING THE REGULATION AND
LICENSING OF SMALL CELL FACILITIES IN THE VILLAGE OF
STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS.**

WHEREAS, the Village of Steger (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village is further authorized to adopt the amendments contained herein pursuant to its authority to regulate the public right-of-way pursuant to Section 11-80-1, *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-80-1, *et seq.*); and

WHEREAS, the Village utilizes the public rights-of-way within its corporate limits to provide essential public services to the Village’s residents and businesses. The public rights-of-way within the Village are a limited public resource held by the Village for the benefit of its residents, and the Village has a custodial duty to ensure that the public right-of-way is used, repaired and maintained in a manner that best serves the public interest; and

WHEREAS, growing demand for personal wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place small cell facilities, distributed antenna systems and other personal wireless

telecommunication facilities (collectively, "Cellular Facilities") on utility and street light poles and other structures in the public rights-of-way; and

WHEREAS, while State and federal law limit the authority of local governments to enact laws that unreasonably discriminate among providers of functionally equivalent services, or that prohibit or have the effect of prohibiting the provision of telecommunications services by wireless service providers, the Village is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to Cellular Facilities installations in the public rights-of-way; and

WHEREAS, in anticipation of continued increased demand for placement of Cellular Facilities installations within the public rights-of-way, the President (the "President") and the Village Board of the Village (the "Village Board" and with the President, collectively the "Corporate Authorities") find that it is in the best interests of the public health, safety and general welfare of the Village and its residents to amend the Code of Ordinances of the Village of Steger, Illinois (the "Village Code") as set forth herein in order to clarify the standards for the construction, installation, use, maintenance and repair of Cellular Facilities, systems and installations within the public rights-of-way in the Village so as to, among other things: (i) prevent interference with the Facilities and operations of the Village utilities and of other utilities lawfully located in public rights-of-way or property; (ii) provide specific regulations and standards for the placement and siting of Personal Wireless Telecommunication Facilities within public rights-of-way in the Village; (iii) preserve the character of the neighborhoods in which Cellular Facilities are installed; (iv) minimize any adverse visual impact of Personal Wireless Telecommunication Facilities and prevent visual blight in the neighborhoods in which Facilities are installed; (v) facilitate the location of

Personal Wireless Telecommunication Facilities in permitted locations within the public rights-of-way in the Village; and (vi) assure the continued safe use and enjoyment of private properties adjacent to Personal Wireless Telecommunication Facilities; and

WHEREAS, in order for the Village to properly license, regulate and inspect Cellular Facilities, the Village must adopt certain procedures and charge certain licensing and inspection fees; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the public health, safety and welfare and the efficient operation of government to adopt certain rules and regulations, as well as fees, related to the licensing, regulating and inspecting of Cellular Facilities and the installation and maintenance of same in order to adequately reimburse the Village for the financial burden of licensing, regulating and inspecting Cellular Facilities; and

WHEREAS, in light of the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 19 of the Village Code as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Village Board of the Village of Steger, Counties of Cook and Will, State of Illinois, as follows:

ARTICLE I. IN GENERAL

Section 1.00 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2.00 Purpose.

The purpose of this Ordinance is to amend Chapter 19 of the Village Code to establish certain rules and regulations as well as fees related to the licensing, regulating and inspecting of Cellular Facilities and the installation and maintenance of same in order to adequately reimburse the Village for the financial burden of licensing, regulating and inspecting Cellular Facilities and to authorize the President and other Village officials to take all action necessary to carry out the intent of this Ordinance.

**ARTICLE II.
AMENDMENT TO CHAPTER 19 OF THE VILLAGE CODE**

Section 3.00 Amendment to Chapter 19 of the Village Code.

The Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adding a new Section 19-23 to Chapter 19 to the Village Code as follows by underlining any amendments, new language or otherwise and striking through any eliminated language thereto:

SECTION 19-23. Small Cell Antennas, Personal Wireless Telecommunication Facilities, and Towers in the Rights-of-Way

The intent of this Section of the Village Code is to provide comprehensive regulations related to the regulation of small cell antennas, personal wireless facilities and towers in the right of way. To the extent that this Section 19-23 conflicts with other sections of the Village Code, including but not limited Chapter 19, this Section shall control. Where this Section is silent, Chapter 19, and the other applicable provisions of the Village Code, shall control.

Section 19-23-1. Definitions

For the purposes of this Section, the following terms will have the following meaning:

Alternative Antenna Structure shall mean an existing pole or other structure within the public rights-of-way that can be used to support an antenna and is not a utility pole or a Village-owned infrastructure.

Antenna shall mean communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.

Applicant shall mean any person or entity submitting an application to install Personal Wireless Telecommunication Facilities or structures to support the Facilities within a public right-of-way.

Collocate or Collocation shall mean to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Distributed Antenna System ("DAS") shall mean a network or facility to which all the following apply: (1) it distributes radio frequency signals to provide Wireless Service; (2) it meets the size limitations of a Small Cell Facility; and (3) it consists of all the following: (a) remote antenna nodes deployed throughout a desired coverage area; (b) a high-capacity signal transport medium connected to a central hub site; and (c) equipment located at the hub site to process or control the radio frequency signals through the antennas.

Facility shall mean all structures, devices, objects and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable antennas, Distributed Antenna Systems, Small Cell Facilities, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across or within rights-of-way governed by this Section. For purposes of this Section, the term "Facility" shall not include any Facility owned or operated by the Village, unless otherwise provided herein.

Historic District or Historic Landmark shall mean a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the authority pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Landscape Screening shall mean the installation at grade of plantings, shrubbery, bushes or other foliage intended to screen the base of a Personal Wireless Telecommunication Facility from public view.

Monopole shall mean a structure composed of a single spire, pole or tower designed and used to support antennas or related equipment and that is not a utility pole, an alternative antenna structure, or a Village-owned infrastructure.

Personal Wireless Telecommunication Antenna shall mean an antenna that is part of a Personal Wireless Telecommunications Facility.

Personal Wireless Telecommunication Equipment shall mean equipment, exclusive of an antenna, that is part of a Personal Wireless Telecommunications Facility.

Personal Wireless Telecommunications Facility shall mean any antenna, equipment, and related improvements used, or designed to be used, to provide wireless transmission of voice, data video streams, images, or other information including, but not limited to, cellular phone service, personal communication service, paging and Wi-Fi antenna service.

Replace or Replacement shall mean to substitute a new Facility, in its entirety, for an existing Facility.

Right-of-Way shall mean land dedicated or utilized for a street, trail, sidewalk, utility, railroad or other similar purpose.

Small Cell Facility shall mean a Personal Wireless Telecommunications Facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area. Generally, these installations are single-service provider installations. Small Cell Facilities used to provide Wireless Service shall conform to the following size limitations: (1) each antenna is located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of not more than six (6) cubic feet in volume; and (2) all other wireless equipment associated with the Facility is cumulatively not more than twenty-five (25) cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

Tower shall mean any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers, and that is not a utility pole, an alternative antenna structure, or a Village-owned infrastructure. Except as otherwise provided for by this Section, the requirements for a tower and associated antenna Facilities shall be those required in this Section.

Utility Pole shall mean an upright pole designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, which are used to provide lighting, traffic control, signage or a similar function.

Variance or Variation shall mean a grant of relief by the Public Works Director or his/her designee.

Village-Owned Infrastructure shall mean infrastructure in public rights-of-way within the boundaries of the Village, including, but not limited to, streetlights, traffic signals, towers, structures, or buildings owned, operated or maintained by the Village.

Wi-Fi Antenna shall mean an antenna used to support Wi-Fi broadband Internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices.

Wireless Infrastructure Provider shall mean any person authorized to provide telecommunications service in the State of Illinois that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

Wireless Provider shall mean a wireless infrastructure provider or a wireless services provider.

Wireless Services shall mean any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

Wireless Facility shall mean equipment used at a fixed location that enables wireless communications between used equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and back-up power supplies, and comparable equipment, regardless of technological configuration. Wireless facility shall include small cell facilities, but it shall not include structural improvements on, under or within the area in which the equipment is located or wireline backhaul facilities, coaxial or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless Service shall mean any telecommunications service using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided using Distributed Antenna Systems or Small Cell Facilities.

Section 19-23-2. Permit Required; Permit Application.

- A. Permit Required. Permits, applications, and fees related to Personal Wireless Telecommunication Facilities and applications for the same in the rights-of-way shall be governed by of this Section; however, where this Section is silent

related to certain building permit fees or licensing fees, or other requirements in Chapter 18 (Buildings and Building Regulations) and Chapter 19 (Construction of Utility Facilities in the Rights-of-Way) of the Village Code or any other applicable provisions of the Village Code shall control. No person shall construct any Facility on, over, above, along, upon, under, across or within any Village rights-of-way which: (1) changes the location of the Facility; (2) adds a new Facility; (3) disrupts the right-of-way; or (4) materially increases the amount of area or space occupied by the Facility on, over, above, along, under, across or within the right-of-way, without first filing an application with the Public Works Department and obtaining a permit from the Village, except as otherwise provided in this Section. No permit shall be required for the installation and maintenance of service connections to customers' premises where there will be no disruption of a right-of-way. All applications shall be subject to site review and approval by the Public Works Director or his/her designee.

- B. *Permit Application.* All applications for permits pursuant to this Section shall be filed on a form provided by the Village and shall be filed in such number of duplicate copies as the Village may designate.
- C. *Minimum General Application Requirements.* The application shall be made by the Applicant or its duly authorized representative and shall contain, at a minimum, the following:
1. The Applicant's name, address and telephone and facsimile numbers and a statement of the Applicant's interest in the work;
 2. The names, addresses, telephone and facsimile numbers and e-mail addresses of all professional consultants, if any, advising the Applicant with respect to the application;
 3. A general description of the proposed work and the purposes and intent of the Facility and the uses to which the Facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed. The scope of work shall also indicate the type of equipment or Facilities being installed and whether the equipment or Facilities are new, a swap-out or exchange of Facilities or equipment, or an upgrade to existing Facilities and equipment.
 4. Evidence that the Applicant has placed on file with the Village:
 - a. A written traffic control plan demonstrating the protective measures and devices that will be employed, which shall be consistent with Illinois Department of Transportation's

("IDOT") Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

- b. An emergency contingency plan, which shall specify the nature of potential emergencies including, without limitation, construction and hazardous materials emergencies and the intended response by the Applicant. The intended response shall include notification to the Village and shall promote protection of the safety and convenience of the public. Compliance with Interstate Commerce Commission ("ICC") regulations for emergency contingency plans constitutes compliance with this Section unless the Village finds that additional information or assurances are needed.
- 5. Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans and specifications comply with applicable laws, codes, rules and regulations;
- 6. Evidence of insurance as required by Section 19-23-3 herein;
- 7. Any request for a variance from one or more provisions of this Section;
- 8. Such additional information as may be reasonably required by the Village, including but not limited to any information required by Chapter 19 or by any other applicable provisions of the Village Code; and
- 9. Evidence that any "Certificate of Public Convenience and Necessity" or other regulatory authorization that the Applicant is required by law to obtain, or that the Applicant has elected to obtain, has been issued by the ICC or another entity with jurisdictional authority.
- D. *Applicant's Duty to Update Information.* Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the Applicant in writing to the Village within thirty (30) calendar days after the change necessitating the amendment.
- E. *Application Fees.* Unless otherwise provided by the applicable franchise, license or similar agreement, all applications for permits pursuant to this Section shall be accompanied by a fee as reasonably determined by the Village each year. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant

to the Electricity Infrastructure Maintenance Fee Law (35 ILCS 645/15, et seq.).

Section 19-23-3. Insurance Required.

1. Required Coverages and Limits. Unless otherwise provided by a franchise, license or similar agreement, each Applicant or utility occupying a right-of-way or constructing any Facility in a right-of-way shall secure and maintain the following liability insurance policies insuring the Applicant as a named insured and naming the Village and its elected and appointed officers, officials, agents and employees as additional insureds on the policies listed in subsections (1) and (2) below:
 1. Commercial general liability insurance, including premises-operations, explosion, collapse and underground hazard (commonly referred to as "X," "C" and "U" coverages) and products-completed operations coverage with limits not less than:
 - a. Five million dollars (\$5,000,000.00) for bodily injury or death to each person;
 - b. Five million dollars (\$5,000,000.00) for property damage resulting from any one accident; and
 - c. Five million dollars (\$5,000,000.00) for all other types of liability.
 2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000.00) for personal injury and property damage for each accident;
 3. Worker's compensation with statutory limits; and
 4. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per employee and per accident.

If the Applicant is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

2. Excess or Umbrella Policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

3. Copies Required. The Applicant shall provide copies of any of the policies required by this Section to the Village within ten (10) calendar days following the receipt of the filing of its application.
4. Maintenance and Renewal of Required Coverages. The insurance policies required by this Section shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor may the intention not to renew be stated until thirty (30) calendar days after receipt by the Village, by registered or certified mail, return receipt requested, of a written notice addressed to the Mayor/President of such intent to cancel or not to renew."

Within ten (10) calendar days after receipt by the Village of said notice, and in no event later than ten (10) calendar days prior to said cancellation, the Applicant shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this Section.
5. Self-Insurance. An Applicant may self-insure all or a portion of the insurance coverage and limit requirements required herein. Self-insurers are not required, to the extent of such self-insurance, to comply with the requirement of the naming of additional insureds under Section (a), or to comply with the requirements of subsections (b), (c) and (d) of this Section. An Applicant that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements under Subsection (a) of this section, which evidence may include that the Applicant is a "private self-insurer" under the Workers' Compensation Act (820 ILCS 305/1, *et seq.*).
6. Effect of Insurance and Self-Insurance on an Applicant's Liability. The legal liability of an Applicant to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
7. Insurance Companies. All insurance provided pursuant to this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.

Section 19-23-4. Permitted Placement; Application and Fees for Personal Wireless Service in the Right-of-Way.

- A. Permitted Placement. Personal Wireless Telecommunication Facilities will be permitted to be placed in rights-of-way within the jurisdiction of the Village as attachments to existing utility poles, alternative antenna structures, or Village-owned infrastructure subject to the following regulations:
1. Number Limitation and Co-Location. The Public Works Director or his/her designee may regulate the number of Personal Wireless Telecommunication Facilities allowed on each utility pole or unit of Village-owned infrastructure except that no more than two (2) Personal Wireless Telecommunication Facilities will be permitted on utility poles or Alternative Antenna Structures of ninety (90) feet or less. Additionally, no more than three (3) Personal Wireless Telecommunication Facilities will be permitted on utility poles or Alternative Antenna Structures in excess of ninety (90) feet and less than one-hundred and twenty (120) feet. This Ordinance does not preclude or prohibit co-location of Personal Wireless Telecommunication Facilities on towers or monopoles that meet the requirements as set forth elsewhere in this Section or as required by federal law. In all cases, the Applicant shall provide the longitude and latitude for the location(s) for which the Applicant is applying to place the Personal Wireless Telecommunication Facilities described in this Section.
 2. Non-Interference and Compliance with Applicable Codes. Personal Wireless Telecommunication Facilities operating under a federal license shall not interfere in any way with any Village-owned or operated equipment or Facilities, including emergency services or public safety equipment, or any FCC licensed or unlicensed users already having equipment on the Facility, radio or other equipment at any time and shall not interfere in any way with FCC licensed or unlicensed users already having equipment on the Facility, radio or other equipment placed in the rights-of-way. Personal Wireless Telecommunication Facilities shall comply with all applicable rules and requirements of the Federal Communications Commission and all applicable electrical codes and all other applicable codes.
 3. Separation and Clearance Requirements. Personal Wireless Telecommunication Facilities may be attached to a utility pole, alternative antenna structure, monopole, or Village-owned infrastructure only where such pole, structure, or infrastructure is located no closer than twenty-five (25) feet from any residential building, excluding garages, and no closer than three hundred (300) feet from any other Personal Wireless Telecommunication Facility.

These requirements shall not apply to Village-owned equipment or Facilities. A separation or lesser clearance may be allowed by the Public Works Director or his/her designee as an administrative variance to this Section when the Applicant establishes that the lesser separation or clearance is necessary to close a significant coverage or capacity gap in the Applicant's services or to otherwise provide adequate services to customers, and the proposed antenna or Facility is the least intrusive means to do so within the rights-of-way.

4. *Village-Owned Infrastructure.* Personal Wireless Telecommunication Facilities can only be mounted to Village-owned infrastructure including, but not limited to, streetlights, traffic signals, towers, or buildings, if authorized by a license or other agreement between the owner or Applicant and the Village.
5. *New Towers.* No new monopoles or other towers to support Personal Wireless Telecommunication Facilities in excess of sixty (60) feet are permitted to be installed on rights-of-way within the jurisdiction of the Village, unless the Village Board finds, based on clear and convincing evidence provided by the Applicant, that locating the Personal Wireless Telecommunication Facilities on the rights-of-way is necessary to close a significant coverage or capacity gap in the Applicant's services or to otherwise provide adequate services to customers, and the proposed new monopole or other tower within the rights-of-way is the least intrusive means to do so.
6. *Attachment Limitations.* No Personal Wireless Telecommunication Antenna or Facility within the right-of-way will be attached to a utility pole, alternative antenna structure, tower, or Village-owned infrastructure unless all of the following conditions are satisfied:
 - a. *Surface Area of Antenna.* The Personal Wireless Telecommunication Antenna, including antenna panels, whip antennas or dish-shaped antennas, cannot have a surface area of more than seven (7) cubic feet in volume.
 - b. *Above-Ground Personal Wireless Telecommunication Facility Size.* The total combined volume of all above-ground equipment and appurtenances comprising a Personal Wireless Telecommunication Facility, exclusive of the antenna itself, cannot exceed thirty-two (32) cubic feet.

- c. Personal Wireless Telecommunication Equipment. The operator of a Personal Wireless Telecommunication Facility must, whenever possible, locate the base of the equipment or appurtenances at a height of no lower than eight (8) feet above grade.
- d. Personal Wireless Telecommunication Services Equipment Mounted at Grade. If the operator of a Personal Wireless Telecommunication Facility proposes to install a Facility where equipment or appurtenances are to be installed at grade, screening must be installed to minimize the visibility of the Facility. Screening must be installed at least three (3) feet from the equipment installed at-grade and eight (8) feet from a roadway.
- e. Height. The top of the highest point of the antenna cannot extend more than ten (10) feet above the highest point of the utility pole, alternative antenna support structure, tower or Village-owned infrastructure. If necessary, the replacement or new utility pole, alternative support structure or Village-owned infrastructure located within the public right-of-way may be no more than ten to seventy (10 – 70) feet higher than existing poles adjacent to the replacement or new pole or structure, or no more than ninety (90) feet in height overall, whichever is less, and shall be of a similar look and structure of other poles within a five hundred (500) foot area.
- f. Color. A Personal Wireless Telecommunication Facility, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure, tower or infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover.
- g. Antenna Panel Covering. A Personal Wireless Telecommunication Antenna may include a radome, cap, or other antenna panel covering or shield, to the extent such covering would not result in a larger or more noticeable Facility and, if proposed, such covering must be of a color that blends with the color of the pole, structure, tower, or infrastructure on which it is mounted.

- h. Wiring and Cabling. Wires and cables connecting the antenna to the remainder of the Facility must be installed in accordance with the electrical code currently in effect in the Village. No wiring and cabling serving the Facility will be allowed to interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility.
- i. Grounding. The Personal Wireless Telecommunication Facility must be grounded in accordance with the requirements of the electrical code currently in effect in the Village.
- j. Guy Wires. No guy or other support wires will be used in connection with a Personal Wireless Telecommunication Facility unless the Facility is to be attached to an existing utility pole, alternative antenna support structure, tower, or Village-owned infrastructure that incorporated guy wires prior to the date that an Applicant has applied for a permit.
- k. Pole Extensions. Extensions to utility poles, alternative support structures, towers, and Village-owned infrastructure utilized for the purpose of connecting a Personal Wireless Telecommunications Antenna and its related personal wireless telecommunications equipment must have a degree of strength capable of supporting the antenna and any related appurtenances and cabling and capable of withstanding wind forces and ice loads in accordance with the applicable structural integrity standards as set forth in Subsection (l) below. An extension must be securely bound to the utility pole, alternative antenna structure, tower, or Village-owned infrastructure in accordance with applicable engineering standards for the design and attachment of such extensions.
- l. Structural Integrity. The Personal Wireless Telecommunication Facility, including the antenna, pole extension and all related equipment, must be designed to withstand a wind force and ice loads in accordance with applicable standards established in Chapter 25 of the National Electric Safety Code for utility poles, Rule 250-B and 250-C standards governing wind, ice, and loading forces on utility poles, in the American National Standards Institute (ANSI) in TIA/EIA Section 222-G established by the Telecommunications Industry Association (TIA) and the Electronics Industry Association (EIA) for steel wireless support structures, and the applicable industry standard for other existing structures, which are hereby adopted for the purpose of this Section. For any Facility attached to Village-

owned infrastructure or, in the discretion of the Village, for a utility pole, tower, or alternative antenna structure, the operator of the Facility must provide the Village with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards described above. The evaluation must be prepared by a professional structural engineer licensed in the State of Illinois.

7. *Signage.* Other than signs required by federal law or regulations or identification and location markings, installation of signs on a Personal Wireless Telecommunication Facility is prohibited.
8. *Screening.* Screening requirements shall be treated consistently with any Village landscape requirements with the exception that the fence height shall be a minimum of six (6) feet and a maximum of eight (8) feet. Appropriate landscaping must be located and maintained and must provide the maximum achievable screening, as determined by the Village, from view of adjoining properties and public or private streets. Landscape screening when permitted in the right-of-way must be provided with a clearance of three (3) feet in all directions from the Facility. The color of housing for ground-mounted equipment must blend with the surroundings. For a covered structure, the maximum reasonably achievable screening must be provided between such Facility and the view from adjoining properties and public or private streets. In lieu of the operator installing the screening, the Village, at its sole discretion, may accept a fee from the operator of the Facility for the acquisition, installation, or maintenance of landscaping material by the Village.
9. *Permission to Use Utility Pole or Alternative Antenna Structure.* The operator of a Personal Wireless Telecommunication Facility must submit to the Village written copies of the approval from the owner of a utility pole, monopole, or an alternative antenna structure, to mount the Personal Wireless Telecommunication Facility on that specific pole, tower, or structure, prior to issuance of the Village permit.
10. *Licenses and Permits.* The operator of a Personal Wireless Telecommunication Facility must verify to the Village that all concurrent licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of said Facility have been obtained and will be maintained within the corporate limits of the Village.

11. Variance Requirements. Each location of a Personal Wireless Telecommunication Facility within a right-of-way must meet all of the requirements of this Section unless a variance has been obtained. An Applicant requesting a variance from one or more of the provisions of this Section must do so in writing to the Public Works Director as a part of the permit application. The request shall identify each provision of this Section from which a variance is requested and the reasons why a variance should be granted.
 - a. The Public Works Director shall decide, on an individual basis, whether a variance is authorized for each provision of this Section identified in the variance request. The Public Works Director may authorize a variance only if the Applicant requesting the variance has demonstrated that:
 - i. One or more conditions not under the control of the Applicant (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and
 - ii. All other designs, methods, materials, locations, or Facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.
 - b. As a condition for authorizing a variance, the Public Works Director may require the Applicant requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Section, but which carry out the purposes of this Section.
 - c. Any Applicant aggrieved by any order, requirement, decision or determination, including the denial of a variance, made by the Public Works Director under the provisions of this Section, shall have the right to appeal to the Village Board, or such other board or commission as may be designated by the Village Board. The application for appeal shall be submitted in writing to the Village Clerk within thirty (30) calendar days after the date of such order, requirement, decision, or determination. The Village Board shall commence its consideration of the appeal at the Village Board's next regularly scheduled meeting occurring at least seven (7) calendar days after the filing of the appeal. The Village Board shall timely decide the appeal.

12. Abandonment and Removal. Any Personal Wireless Telecommunication Facility located within the corporate limits of the Village that is not operated for a continuous period of twelve (12) months, shall be considered abandoned and the owner of the Facility must remove same within ninety (90) calendar days of receipt of written notice from the Village notifying the owner of such abandonment. Such notice shall be sent by certified or registered mail, return-receipt-requested, by the Village to such owner at the last known address of such owner. In the case of Personal Wireless Telecommunication Facilities attached to Village owned infrastructure, if such Facility is not removed within ninety (90) calendar days of such notice, the Village may remove or cause the removal of such Facility through the terms of the applicable franchise, license or similar agreement or through whatever actions are provided by law for removal and cost recovery.
 13. Reimbursements for Costs. The Applicant or telecommunications retailer shall be solely responsible for any and all costs incurred by the Village associated with the installation, repair, replacement, or removal of the Applicant or telecommunications provider's equipment. The costs shall include, but are not limited to, impact fees for street closures; costs related to traffic enforcement at the site where the installation, repair, replacement, or removal has occurred; and any costs related to returning the right-of-way to its original state prior to the installation, repair, replacement, or removal of the Applicant or telecommunications provider's equipment.
- B. Application and Annual Fees.
1. Reimbursable Fees. Unless otherwise provided by the applicable franchise, license, or similar agreement, all applications for permits pursuant to this Section shall be accompanied by a fee as reasonably determined by the Village each year. The Applicant shall also reimburse the Village for any fees charged to the Village for professional services (engineering fees, legal fees, site review fees, etc.) related to the processing of the applications. The application fees are intended to reimburse the Village for its internal administrative costs related to processing the applications made under this Section.
 2. Electricity Infrastructure Maintenance Application Fee. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Law (35 ILCS 645/15, *et seq.*). However, such Applicants shall remain responsible for reimbursing the Village for the cost of its professional services employed in reviewing the application.

3. Application Fees. For the installation of a Distributed Antenna System or Small Cell Facility, a telecommunications retailer shall pay the following application fees:
 - a. Two thousand dollars (\$2,000.00) for a new Facility.
 - b. Two thousand dollars (\$2,000.00) for the attachment to and, if applicable, replacement of a Village-owned Facility.
 - c. One thousand five hundred dollars (\$1,500.00) for the attachment to a utility-owned Facility.
4. Annual License Fee. A telecommunications retailer that obtained a permit and installed a Distributed Antenna System or a Small Cell Facility within the Village's jurisdiction shall pay the following annual license fees:
 - a. Three thousand six hundred dollars (\$3,600.00) for a new Facility.
 - b. Three thousand six hundred dollars (\$3,600.00) per attachment to and, if applicable, replacement of a Village-owned Facility.
 - c. One thousand five hundred dollars (\$1,500.00) per attachment to a utility-owned facility.

The Village shall invoice the telecommunications retailer for such annual fee(s) due on or about January 1 of each year, and the telecommunications retailer shall pay such invoice within thirty (30) calendar days after its receipt thereof.

C. Penalty for Violations.

1. Any and all persons or parties who violate the terms and provisions of this Section shall be subject to a minimum fine of seven hundred fifty dollars (\$750.00) per day. Each day shall be considered a new violation.
2. Any fine levied shall be appealable pursuant to the Illinois Administrative Review Act, 735 ILCS 5/3-101, et seq.

D. Conflict of Laws.

Where the conditions imposed by any provisions of this Section regarding the siting and installation of Personal Wireless Telecommunication Facilities are

more restrictive than comparable conditions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Section will govern; however, where this Section conflicts with federal laws or state laws pre-empting the Village home rule powers (only applicable for home rule communities), the federal or State laws will govern.

Section 3.01 Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized regarding this amendment.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.00 Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.00 Publication.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

Section 8.00 Effective Date.

This Ordinance shall be effective ten (10) calendar days after its passage and approval in accordance with Illinois law.

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Ord.No. 1193

PASSED this 16th day of April, 2018.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this 16th day of April, 2018.

Kenneth A. Peterson, Jr., Village President

Roll call vote:
Voting in favor:
Voting against:
Not voting:

ORDINANCE NO. 1194

STATE OF ILLINOIS)
COUNTIES OF COOK AND WILL)

AN ORDINANCE APPROVING OF AND CONSENTING TO AN APPLICATION
BY BYTTOW ENTERPRISES INC. FOR A CLASS 8 DESIGNATION,
PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT
CLASSIFICATION ORDINANCE, AS AMENDED, FOR A PORTION OF
CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER,
COUNTIES OF COOK AND WILL, STATE OF ILLINOIS

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Cook County Real Property Assessment Classification Ordinance (the “Classification Ordinance”) provides a system for classifying real property located in Cook County, Illinois for real estate tax assessment purposes; and

WHEREAS, the Classification Ordinance established property tax classifications to encourage industrial and commercial development in Cook County, which will increase employment opportunities and increase the real property tax base in Cook County; and

WHEREAS, the Mayor and the Village Board of Trustees (collectively, the "Corporate Authorities") desire to promote industrial and commercial development within the Village; and

WHEREAS, the Classification Ordinance allows for a classification known as a Class 8 ("Class 8 Designation") for property that is used primarily for industrial and commercial purposes, is considered abandoned or is substantially rehabilitated and that is located within certain designated areas; and

WHEREAS, a Class 8 Designation is also conditioned upon certain findings and approvals of the municipality governing said property; and

WHEREAS, a Class 8 Designation results in a substantial reduction of the real estate taxes levied against such commercial or industrial property by reducing the assessment level for the property; and

WHEREAS, there exists certain real property located in the Village commonly known as 3206 Keeney Ave., Steger, Illinois with the following property index numbers: 32-33-410-029-0000, 32-33-410-030-0000, 32-33-410-031-0000, 32-33-410-032-0000 and 32-33-410-033-0000 (the "Subject Property"); and

WHEREAS, Byttow Enterprises Inc. ("Byttow") is the proposed contract purchaser of the Subject Property; and

WHEREAS, the Village and Byttow, or its nominee will enter into a Reimbursement Agreement (the "Agreement") that would summarize the redevelopment of the Subject Property ("Redevelopment Project"); and provide

that Byttow will reimburse the Village for certain costs and expenses related to the foregoing; and

WHEREAS, Byttow, contingent upon execution of the Agreement, will seek a Class 8 Designation for the Subject Property and the grant of the recommendation for the Class 8 Designation shall be contingent on Byttow acquiring the Subject Property; and

WHEREAS, the Redevelopment Project will not be economically feasible unless the Subject Property receives a Class 8 Designation; and

WHEREAS, the grant of Class 8 relief provided for herein is wholly contingent on Byttow taking title to and operating in the Subject Property; and

WHEREAS, the Subject Property has been vacant and unused for at least twenty-four (24) continuous months prior to the purchase for value, or substantial rehabilitation of the same; and

WHEREAS, the Redevelopment Project will further the growth of the Village, increase the real estate tax base of the Village, provide employment opportunities within the Village, increase the economic activity within the Village and remove blight within the Village; and

WHEREAS, Byttow has proven to the Village that the incentive that would be provided by a Class 8 Designation is necessary to successfully complete the Redevelopment Project; and

WHEREAS, the Corporate Authorities have hereby determined that without the incentive provided by a Class 8 Designation, the Redevelopment Project would not be economically feasible, a Class 8 Designation is necessary

for the Redevelopment Project to occur and the commercial use of the Subject Property is, or will be, necessary and beneficial to the Village's economy; and

WHEREAS, the Corporate Authorities have further determined that the Redevelopment Project is consistent with the overall plan for rehabilitation of the Village; and

WHEREAS, the Corporate Authorities have determined that the Redevelopment Project is in the best interests of the Village as it will, among other things, further the growth of the Village, increase the real estate tax base of the Village, provide employment opportunities within the Village, increase the economic activity within the Village and remove blight within the Village; and

WHEREAS, based on the foregoing, if the Agreement is entered into, and contingent upon Byttow acquiring the Subject Property, the Corporate Authorities hereby approve of, support and consent to an application for a Class 8 Designation for the Subject Property being submitted to and approved by the Cook County Assessor; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Steger, Counties of Cook and Will and State of Illinois as follows:

SECTION 1: The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

SECTION 2: The Corporate Authorities hereby find that the Redevelopment Project is consistent with the overall plan for rehabilitation of the

Village. The Corporate Authorities recognize that the incentive benefits provided by the Class 8 Designation are necessary to carry out the Redevelopment Project and, contingent upon the execution of the Agreement and Byttow acquiring the Subject Property, the Corporate Authorities hereby support, approve of and consent to a Class 8 Designation for the Subject Property. The Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any and all such documentation as may be necessary to carry out and effectuate the purpose of this Ordinance.

Contingent upon the execution of the Agreement and Byttow acquiring the Subject Property, the Corporate Authorities further consent to the filing of an application for State of Illinois Enterprise Zone Benefits with respect to the Subject Property and direct the Enterprise Zone Administrator accordingly. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the intent of this Ordinance. The foregoing support, approval and consent of the Village with respect to a Class 8 Designation and the application for Enterprise Zone Benefits are fully contingent upon the execution of the Agreement and Byttow acquiring the Subject Property, and absent such execution and acquisition, this Ordinance shall have no force or effect.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used

in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible.

SECTION 4: The Village's legal counsel is hereby authorized to negotiate and undertake any and all actions on the part of the Village to effectuate the intent of this Ordinance.

SECTION 5: All prior actions of the Village's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

SECTION 6: All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

PASSED this ____ day of _____ 2018.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____ 2018.

Kenneth A. Peterson, Jr., Village President

Roll call vote:
Voting in favor:
Voting against:
Not voting:

ORDINANCE NO. 1195

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
AND WILL)

**AN ORDINANCE DESIGNATING CERTAIN PROPERTY AS OPEN SPACE LAND
FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF
ILLINOIS.**

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the "Village President"), and the Board of Trustees (the "Village Board" and together with the Village President, the "Corporate Authorities"), are committed to ensuring the effective administration of government; and

WHEREAS, it shall be the general policy of the Village: to preserve significant open space land, including conservation land, parkland, trails, and urban forest land, which, because of its aesthetic, scenic, recreational, historic or ecological value, is in the public interest to preserve; to preserve conservation open space land and views and vistas in such a manner and under such conditions as to ensure that they remain substantially undeveloped for a significant period of time, preferably in perpetuity; and to acquire and administer parks and trails, in such a manner as to ensure their availability for open space use; and

WHEREAS, in line with the general policy outlined above, the Corporate Authorities have determined that certain land located within the corporate limits of the

the Village should be deemed "Open Space" (as defined below) and preserved as set forth herein; and

WHEREAS, the Corporate Authorities have determined that it is in the best interest of the Village and its residents to designate the property commonly known as Halsted Boulevard as "Open Space" and to preserve the property as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

ARTICLE I. IN GENERAL

SECTION 1.0: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2.0: Purpose.

The purpose of this Ordinance is to deem certain land within the Village as "open space land" and to preserve such land as set forth herein.

ARTICLE II. AUTHORIZATION; DESIGNATION OF OPEN SPACE LAND

SECTION 3.0: Designation of Open Space Land

The property known as Halsted Boulevard shall be deemed at this time by the Village Board as "open space." For purposes of this Ordinance, "Open Space" shall mean, "any parcel or area of land essentially unimproved (such as Halsted Boulevard) except under circumstances noted within this ordinance (or amendment thereof) and set aside, dedicated, designated, or reserved for public use or recreation." In making this designation, determination and reservation, consideration

has been given to the arrangement and location of Halsted Boulevard to take advantage of physical characteristics of the site and to allow for the open area within easy access and view of dwelling units, while at the same time preserving this environmentally sensitive area. This area of Halsted Boulevard is designated, reserved and set aside for common open space and shall contain no structure other than the existing structures which have been set aside and designated for recreational use of the open space, and is hereby approved and reserved for use by the public by the Village Board until circumstances deem said designation and reservation not in the best interests of the Village, at which time said designation and reservation shall be revoked and rescinded by affirmative act of the Village Board.

SECTION 3.1: Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms or notices to be utilized in connection with the intent of this Ordinance.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

SECTION 4.0: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5.0: Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6.0: Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7.0: Publication.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8.0: Effective Date.

This Ordinance shall be effective ten (10) days after its passage and approval.

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PASSED this ____ day of _____ 2018.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____ 2018.

Kenneth A. Peterson, Jr., Village President

Roll call vote:
Voting in favor:
Voting against:
Not voting:

RESOLUTION NO. 1122

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
 AND WILL)

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF STEGER AND EDELSON PC TO PROVIDE
CERTAIN SERVICES FOR THE VILLAGE OF STEGER, COUNTIES OF
COOK AND WILL, STATE OF ILLINOIS**

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have and do hereby determine that it is necessary, advisable and in the best interests of the Village and its residents to contract with and retain special counsel to represent the Village with respect to its recovery efforts against the opioids manufacturers, distributors, and other related parties, whether through litigation, regulatory changes or legislative efforts (the "Services"); and

WHEREAS, there exists an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which Edelson PC ("EPC") has offered to perform the Services; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to retain EPC to provide the Services to the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Village to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

ARTICLE I. IN GENERAL

SECTION 1: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreement whereby EPC will provide the Services to the Village and to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

ARTICLE II. AUTHORIZATION

SECTION 3: Authorization.

The Village Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement, or any modification thereof and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board further authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. In addition to the foregoing, the President or his designee is hereby given the authority to enter into any and all additional agreements and undertake any additional obligations in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

SECTION 3.1: Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendment contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms or notices to be utilized in connection with the intent of this Ordinance.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

SECTION 4: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no

substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: Publication.

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

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PASSED this ____ day of _____, 2018.

Joseph M. Zagone, Jr., Village Clerk

PASSED this ____ day of _____, 2018.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:
Voting in favor:
Voting against:
Not voting:

EXHIBIT A

Edelson PC

350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654
t 312.589.6370 | f 312.589.6378 | www.edelson.com

April 3, 2018

Mayor Kenneth A. Peterson, Jr.
VILLAGE OF STEGER
3320 Lewis Avenue
Steger, Illinois 60475

Re: Retention Agreement

Dear Mayor Peterson:

On behalf of Edelson PC ("EPC") and the Ronald Serpico, PC, thank you for considering our firms to represent the Village of Steger ("Village") with respect to its recovery efforts against the opioid manufacturers, distributors, and other related parties, whether through litigation, regulatory changes, or legislative efforts (the "Opioid Matter"). This letter details the scope of EPC's representation of the Village, as well as the method of compensation for such representation. By signing this retention agreement, you will have retained the law firm of Edelson PC, as well as such attorneys as may work with us to represent you in the aforementioned matter.

1. Client; Scope of Representation

EPC will represent the Village in its investigation into, and the potential litigation of, the Opioid Matter. The representation shall also include, as needed, providing advice to the Village, Village Board and other Village governmental entities with respect to such investigation and litigation.

2. Opinions

Any beliefs or opinions that we express about the Village's claims, various courses of action, or anticipated results are only our best professional estimates. They are necessarily limited by our knowledge of the relevant facts at the time the opinions are expressed and the law then in effect. Nothing in EPC's engagement with the Village should be construed as a promise or guarantee of any particular outcome.

3. Compensation

If we do file suit on behalf of the Village, we will represent you on a contingent fee basis. The Village shall have no obligation to pay EPC attorneys' fees or expenses unless the Village achieves a recovery, settlement, and/or judgment in the Opioid Matter. In the event that the Village achieves a recovery, settlement, or judgment in the Opioid Matter, the Village agrees that Edelson PC will be entitled to recover attorneys' fees according to the following schedule:

Edelson PC

- 23% of the net recovery if the matter is resolved pre-complaint.
- 28% of the net recovery if the matter is resolved after the complaint is filed but before summary judgment briefing is completed in either the Village's lawsuit or in any related consolidated proceeding (e.g., federal MDL).
- 32% of the net recovery if the matter is resolved after summary judgment briefing is completed in either the Village's lawsuit or in any related consolidated proceeding (e.g., federal MDL).

These calculations shall apply if the Village achieves any recovery, settlement, and/or judgment in the Opioid Matter in any form of proceeding or process. It is also understood that for its role, Ronald Serpico, PC will receive as reasonable attorney fees an amount equal to thirty percent (30%) out of (and not in addition to) the net attorneys' fees recovered by EPC on account of the Village's claims. You also agree, that to the extent there is a recovery, that you will reimburse EPC all reasonable costs.¹ If the Village does not achieve any recovery, the Village will not be responsible for any costs or attorneys' fees.

4. Staffing

Although EPC reserves the right to staff all matters as we see fit, we intend to assign at least the following attorneys to this matter: Jay Edelson, Eve-Lynn Rapp, Rafey Balabanian, Benjamin Richman, Ari Scharg, and David Mindell. Additionally, from Ronald Serpico, PC, Ronald Serpico will participate. You understand that we may determine to associate with other attorneys to more efficiently and effectively represent the Village in this matter and that we may share a percentage of any attorneys' fees awarded and/or costs and expenses reimbursed with such attorneys. Prior to doing so, we will inform the Village of the same.

5. Confidentiality and Evidence Preservation

Should litigation in this matter ensue, the Village understands that it may have to produce evidence to support its claims. We understand that the Village may object to the opposing party's unchecked access to its information. We will vigorously oppose the production of any irrelevant information and seek protective orders that limit any defendant's access to any evidence that contains confidential information (including attorney-client communications). All information, documents, records, reports, data or other materials furnished by the Village to EPC or other such information, documents, records, data or other materials to which EPC has access during the course of rendering services pursuant to this retention agreement that are deemed confidential shall be treated as such and shall remain the

¹ The costs shall include, without limitation: client expenses, travel costs, court costs, fees and expenses of consulting and testifying experts, court reporters, videographers, deposition and transcription costs, external document reproduction, coding and organization services, meeting expenses, travel expenses of experts, investigative services, jury consultants, costs of photography, exhibits, and graphic design or other media used to present or illuminate evidence or argument. EPC will seek the Village's prior approval for any costs that exceed five thousand US dollars (\$5,000). Finally, we do not charge clients for in-house copying, long distance telephone calls, or in-service Westlaw/LEXIS charges.

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property of the Village. EPC shall not make oral or written disclosure of any confidential information (other than as necessary for its performance under this retention agreement) without the prior written approval of the Village.

Please be reminded that in order to protect the confidentiality of both the Village's communications with us and our advice to the Village under the attorney-client privilege, it is important that the Village not divulge sensitive information to anyone who is not within the protection of the privilege.

Please also understand that the Village has an obligation to preserve evidence, including electronic evidence such as its electronic communications with third parties. The Village must preserve evidence that common sense would dictate is relevant to the claims and defenses in question. We should communicate prior to the Village destroying or disposing of any evidence that might be relevant to the matter. The Village should also suspend any routine document destruction policies that it has in place and refrain from implementing new document destruction policies while the matter is ongoing.

6. Term of Engagement

EPC will endeavor to represent the Village promptly and efficiently, and we anticipate a mutually satisfactory relationship. The Village, however, has the right to terminate EPC's services upon written notice at any time. EPC also has the right to terminate its services upon written notice, if it discovers that the Village has misrepresented or failed to disclose material facts to us, if it fails to cooperate with a reasonable request, or in the event EPC determines, in its sole discretion, that continuing services on behalf of the Village would create a conflict of interest or be illegal, unethical, impractical, improper or otherwise inappropriate. Following such termination, any otherwise non-public information the Village has supplied to EPC that is retained by us will be kept confidential in accordance with applicable rules of professional responsibility or returned to the Village as the parties hereto may agree in writing.

7. Conflict

EPC may represent other governmental entities (which could include municipalities, counties, and states) and private parties (which could include unions and self-insured companies) in opioid related litigation. While each matter will be brought as a separate suit or through separate claims, EPC will be seeking the maximum amount for each client from a finite pool of money. In the event of global or aggregate settlement discussions, you will be informed of all material terms of any such settlement, including what other EPC clients will receive if the settlement is accepted. In the unlikely event that any actual or potential conflicts do later emerge about the division of such monies or other conflicts, EPC will, at its own cost, bring in independent attorneys to represent each parties' interests.

8. Binding Nature of Agreement; Choice of Law; Lien and Termination

This retention agreement is meant to bind and benefit the heirs and successors of each of the parties to this agreement.

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This retention agreement shall be construed in accordance with the laws of the state of Illinois, without regard to rules governing conflicts of law.

The Village hereby grants EPC a lien on any claims, causes of action, or recovery that it obtains, whether through settlement, judgment or otherwise, relating to the Opioid Matter. In the event that either party terminates this retention agreement, EPC will be entitled to enforce the lien against any net recovery ultimately obtained by the Village related to the Opioid Matter, according to the following schedule:

- A lien on 10% of the net recovery vests upon execution of this agreement.
- An additional 5% vests upon the filing of the complaint.
- An additional 5% vests upon the completion of pleadings motions in this suit or in any related consolidated proceeding.
- An additional 5% percent vests upon the completion of summary judgment briefing in this suit or in any related consolidated proceeding.

If you have any questions about the terms of this retention agreement, please do not hesitate to contact me. On behalf of EPC, we look forward to working with you on this matter.

Sincerely,

EDELSON PC



David Mindell

Agreed to by:

Village of Steger

By (signature): _____

Name (printed): _____

Its (title): _____

Dated: _____